

2010 INTERLOCAL AGREEMENT FOR  
BUILDING OFFICIATING & INSPECTION SERVICES

This agreement is entered into pursuant to Chapter 39.34 RCW between the City of Normandy Park, Washington (referred to as Normandy Park) and the City of Burien, Washington (referred to as Burien) to describe the terms and conditions under which the City of Burien will provide Building plan review and inspections services for Normandy Park.

WHEREAS, the City of Burien employs a Washington State Licensed Building Official who manages the Burien Building Department Inspectors who perform building plan review, field inspections, and customer service related to the issuance and inspection of building, electrical, plumbing, and mechanical code violations; and

WHEREAS, the City of Normandy Park does not employ a Building Official or Building Inspector(s); and

WHEREAS, the City of Normandy Park is in need of Building plan review and inspection services for the entire city and desires to obtain such services from the City of Burien; and

WHEREAS, the City of Burien is willing to provide building, electrical, plumbing and mechanical plan review and inspection services to Normandy Park; and

WHEREAS, the City of Burien will provide the services of its Building Official and Inspectors who will remain employees of the City of Burien for all purposes and their said services shall be as independent contractors to Normandy Park.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties agree as follows:

1. Responsibilities of Normandy Park. The City of Normandy Park shall have the following responsibilities under this Interlocal Agreement:
  - a) Monitor the building and electrical plan review process turn-around time and interface with the City of Burien on an as needed basis to assure that adequate service levels are maintained.
  - b) Collect all permit and plan review fees, accept permit applications, issue all permits and maintain all permit and inspection records.
  - c) Review field inspection reports, provided by the City of Burien to Normandy Park.
  - d) In the event of an administrative or technical code appeal from a Normandy Park project, such appeal shall be heard by a hearing body consistent with the Normandy Park Municipal Code and State statutes.

- e) Designate the Building Official of the City of Burien as the Building Official of the City of Normandy Park.
- f) Provide third party review of commercial plans. Payment of such third party review shall be paid directly by Normandy Park.

2. Responsibilities of City of Burien. The City of Burien shall have the following responsibilities under this Interlocal Agreement:

- a) Provide building, plumbing, mechanical, and electrical plan review services for Normandy Park, as requested. The need for plan review will be based upon the criteria listed on the current City of Burien submittal requirements checklist. Normandy Park may modify these requirements for projects within Normandy Park at any time. Electrical plan review will not be required for single family dwellings or duplexes unless agreed upon by both parties of this agreement.
- b) Provide field inspection services for Normandy Park occupancies as requested by the City of Normandy Park five days per week (Monday through Friday). Twenty-four (24) hours notice will be provided to the City of Burien prior to inspection. The cut-off time for next day inspections shall be 3:30pm each afternoon. For example, inspections requested before 3:30pm on a Monday will be inspected on Tuesday. Inspections requested after 3:30pm on Monday will be inspected within two business days.
- c) Provide telephone consultation with Normandy Park staff and citizens on an as needed basis.
- d) Provide other building and permitting services at the request of the City of Normandy Park.
- e) Provide the City of Normandy Park with a bi-monthly report of all plan review progress and field inspection.

3. Compensation. Normandy Park will collect all permit and inspection fees in accordance with its currently adopted ordinances. The City of Burien will invoice Normandy Park monthly in accordance with the following rates. The rates listed are for 2010 and are subject to change annually based on Burien's Building Department's Adopted Rate Table. The City of Normandy Park and the City of Burien will agree on any rate increases before they are implemented. The City of Burien will notify the City of Normandy Park ninety (90) days in advance of any proposed increase.

| Services                       | Hourly Rates (for 2010) |
|--------------------------------|-------------------------|
| Building Official              | \$75.00                 |
| Building Inspector             | \$75.00                 |
| Electrical Inspector           | \$75.00                 |
| Plan Review and Other Services | \$75.00                 |

Normandy Park agrees to pay the City of Burien for a minimum of fifty (50) hours per month for building inspection services for a monthly minimum amount of \$3,750. The monthly minimum number of hours shall be averaged over the year, so that any month with less than fifty (50) hours of work time may carry those "unused" hours over into the following month(s), as long as the monthly average number of hours for the year does not exceed fifty (50). This carry-over of unused hours shall restart on January 1<sup>st</sup> of each year. The City of Normandy Park shall pay the City of Burien within thirty (30) days after receipt of an invoice.

4. Administration. It is recognized that this Interlocal Agreement has been formulated in broad outlines of responsibilities, and it is anticipated that the details of the relationship formed by this agreement will be arrived at through written and oral understandings between the respective cities. In the event the parties are unable to agree on any provision relative to the administration of the Interlocal Agreement; such disputes shall be resolved by a meeting of the respective Director of Community Development of Normandy Park and Director of Community Development of the City of Burien. In the event that these parties are unable to arrive at a resolution of the dispute the respective City Managers of Normandy Park and Burien will resolve the dispute. In the event said parties are unable to arrive at a resolutions of the dispute, the parties have the option of terminating this agreement as provided herein.
  
5. Term and Termination. The term of this agreement starts January 1, 2010 and shall automatically renew annually unless either party provides ninety (90) days notice of its intent not to renew the agreement. Either party to this agreement may terminate the agreement upon ninety (90) days written notice to the other party. This Interlocal Agreement replaces the Interlocal Agreement for Building Officiating & Inspection Services dated November 29, 2005.
  
6. Indemnification.
  - a) Normandy Park agrees to indemnify the City of Burien from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the City of Normandy Park, Normandy Park's employees, or agents in connection with this Interlocal Agreement.
  - b) The City of Burien agrees to indemnify the City of Normandy Park from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful

misconduct of the City of Burien, Burien's employees, or agents in connection with this Interlocal Agreement.

- c) If negligence or willful misconduct of both the City of Normandy Park and the City of Burien (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the City of Normandy Park and the City of Burien in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

7. Amendment or Modification. This Interlocal Agreement may be amended or modified in writing with the mutual consent of both cities.

Dated this 9<sup>th</sup> day of August, 2010

**CITY OF NORMANDY PARK**

By: *Donald Schup*  
Title: *City Manager*  
Date: *8/9/10*

**CITY OF BURIEN**

By: *Jim Watt*  
Title: *City Manager*  
Date: *8/6/10*

Approved as to form:

*[Signature]*  
City Attorney  
City of Normandy Park

Attest:

*[Signature]*  
City Clerk  
City of Normandy Park